

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 5	
2. Amendment/Modification No.  03		3. Effective Date  2003JUL02		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AMA AARON BARTELL (586)574-7058 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BARTELLA@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)  GM GDLS DEFENSE GROUP LLC, JOINT VENTURE 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI. 48315  TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0017	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002JAN24	
Code INLE2		Facility Code					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AB NET INCREASE: \$41,000.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS</b>							
KIND MOD CODE: B It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 52.243-2 (ALT II)					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed  2003JUL02	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-00-D-M051/0017 <b>MOD/AMD</b> 03	<b>Page</b> 2 <b>of</b> 5
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**Name of Offeror or Contractor:** GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION A - SUPPLEMENTAL INFORMATION  
PROGRAM: FAMILY OF STRYKER VEHICLES

1. This Modification 02 to Deliver Order 0017 under Requirements Contract DAAE07-00-D-M051 is a bilateral agreement.
2. Pursuant to the Changes - Cost Reimbursement (Alternate II (APR 1984)) clause, FAR 52.243-2 (August 1987), contained in the contract, the Government hereby requires the Contractor to perform the following necessary effort:
  - a. The Contractor shall incorporate the following existing Government Furnished Equipment (GFE) and Associated Support Items of Equipment (ASIOE) training materials into the Operator Instructor and Student Guides for the specified variants/configurations of the Stryker Brigade of Vehicles:
    - i. The M707 Striker Mission Equipment Package shall be incorporated into the Stryker Fire Support Vehicle's (FSV) Instructor and Student Guides.
    - ii. The Field Tactical Trainer (FTT) and Modified Improved Target Acquisition System (MITAS) shall be incorporated into the Stryker Anti-Tank Guided Missile's (ATGM) Instructor and Student Guides.
    - iii. The ANTAS-8 Long Range Advanced Scout Surveillance Sight (LRAS3) shall be incorporated into the Stryker Reconnaissance Vehicle's (RV) Instructor and Student Guides.
  - b. An electronic and/or hard copy of the instructional documentation for the M707 Striker, ANTAS-8 LRAS3, FTT, and MITAS will be provided to the Contractor by the Government as Government Furnished Material (GFM) NLT 14 Jul 03.
  - c. The Contractor shall deliver the updated Instructor and Student Manuals for all variants/configurations NLT 29 Aug 03.
3. The period of performance for this effort will begin the date this modification is signed. The estimated completion date is 29 Aug 03.
4. The following clauses apply to this modification:
 

FAR 52.216-24	Limitation of Government Liability
FAR 52.216-26	Payments of Allowable Costs Before Definitization
DFARS 252.217-7027	Contract Definitization
5. The definitized contract will be cost-plus-fixed-fee with the following definitization schedule:
 

Projected Award Date of UCA/Letter Contract	27 Jun 2003
Projected Date to Begin Alpha Effort	26 Aug 2003
Projected Completion Date of Alpha Effort	21 Nov 2003
Projected Date of Contract Definitization	23 Dec 2003
6. The Contractor agrees to accomplish the effort associated with this change at a Not-To-Exceed ceiling price amount of \$82,000, inclusive of fee.
7. The limitation of Government liability amount is \$41,000.00.
8. The total dollars funded for this action are \$41,000.00.
9. As a result of this Modification 03, CLIN 9001AC has been added and Delivery Order 0017 has been increased by \$41,000.00.
10. Except as specifically stated above, all other terms and conditions of the delivery order remain unchanged and in full force and effect.

\*\*\* END OF NARRATIVE A 005 \*\*\*

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9001AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: INTEG GFM INST/STUDENT GUIDES PRON: X12GX253X1 PRON AMD: 01 ACRN: AB AMS CD: 31107180008</p> <p>Incorporation of GFE and ASIOE training materials into Operator Instructor and Student Guides.</p> <p>Ceiling: \$82,000 Limit of Government Liability: \$41,000</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 29-AUG-2003</p> <p>\$ 41,000.00</p>				\$ 41,000.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/			INCREASE/DECREASE	CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>	<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
9001AC	X12GX253X1	AB	1	\$ 0.00	\$ 41,000.00	\$ 41,000.00
	31107180008		2GXP02			
				NET CHANGE	\$ 41,000.00	

SERVICE	NET CHANGE			ACCOUNTING	INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>
Army	AB	21	22033000025R5R07P31107131E9 S20113	W56HZV	\$ 41,000.00
NET CHANGE					\$ 41,000.00

		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE</u>		<u>CUMULATIVE</u>
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	819,654.00	\$	41,000.00	\$	860,654.00

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 5 of 5
	PIIN/SIIN	MOD/AMD	
	DAAE07-00-D-M051/0017	03	
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP LLC, JOINT VENTURE			

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-2	CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$41,000.00 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$41,000.00 dollars. (End of clause)			
I-3	CHANGED 252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
(a) A Cost Plus-Fixed-Fee Contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a CPFF proposal and cost or pricing data supporting its proposal.			
(b) The schedule for definitizing this contract action is as follows:			
Target Date for Definitization:		23 Dec 2003	
Submission of Proposal:		26 Aug 2003	
Beginning of Negotiations:		26 Aug 2003	
Submission of Subcontracting Plan:		N/A	
Submission of Cost and Pricing Data:		N/A	
(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.			
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-			
(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);			
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and			
(iii) Any other clauses, terms, and conditions mutually agreed upon.			
(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.			
(d) The definitive contract resulting from this undefinitized contract action will include a negotiated price in no event to exceed \$82,000.00 inclusive of fee.			
[End of Clause]			